KING EDWARD'S SCHOOL BATH

TERMS AND CONDITIONS

What these terms cover. These are the terms and conditions on which we provide the Services (as defined below).

Why you should read them. Please read these terms and conditions carefully before you accept our offer of a place at the School for your child. These terms and conditions tell you who we are and how and on what basis the School will provide the Services.

In these terms and conditions you will see some parts written in bold or otherwise highlighted to stand out. This is to draw certain provisions to your specific attention because they are important to the good management and operation of the School and our provision of educational services.

If you think there is a mistake in these terms and conditions, or if anything in these terms is unclear or you would like to have something further explained to you, then please contact the Admissions Department (admissions@kesbath.com) to discuss.

1. Definitions

1.1 *Meanings of some words and phrases we use in these terms and conditions*. In these terms and conditions some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here.

"**Acceptance Form**" means the form provided by the School for parents to complete when accepting a place for their child at the School;

"**child**" means a child of whatever age admitted by the School to be educated, and includes any pupil aged 18 or over;

"**Complaints Procedure**" means the School's procedure for handling complaints from parents, as amended from time to time. It is not intended to form part of the contract between you and the School. A copy of the most up-to-date Complaints Procedure is on the School's website and is otherwise available from the School at any time upon request;

"**contract**" has the meaning given in Clause 1.3 below;

"**deposit**" means the amount set out and referred to as the deposit in the Acceptance Form;

"Education Services" means the School's provision of classes and lessons to your child;

"**Fees**" means the School Fees plus any and all Specified Charges, being the total amount payable by you to the School for the Services each term;

"**fees in lieu of notice**" means a term's School Fees, calculated in accordance with (as applicable) Clause 3.3 or Clause 5.1. Where applicable, fees in lieu of notice will be reduced to take account of any scholarship or bursary awarded to you;

"**FIA Terms and Conditions**" means the supplemental terms and conditions relating to the School's fees in advance scheme;

"**Head**" means the person appointed by the Governors of the School to be responsible for the day-to-day running of the School, including anyone to whom such duties have been delegated;

"**Schedule of Fees**" means the list setting out the price for each of the Services, a copy of which is available on the School's website and from the School at any time upon request;

"**School Rules**" means the body of rules and policies of the School which set out our expectations concerning conduct and behaviour of our pupils, as may be amended from time to time. A copy of the documents comprising the rules is available on the School's website and from the School at any time upon request;

"**Services**" means all the services to be provided by the School on the terms and subject to the conditions of this contract, including Education Services (which are covered by the School Fees) and any other services (which are covered by a Specified Charge);

"**School Fees**" means the termly fees for the provision of Education Services, as set out in the Schedule of Fees;

"**Specified Charges**" means the charges for each Service excluding Education Services, as set out in the Schedule of Fees;

"**term**" means a term of the School as published on the School's website and as notified to parents from time to time;

"**a term's notice**" means **written** notice given not later than the first day of the term before the term to which the notice relates. For example, a term's notice is required to withdraw your child from the School. So, if you wish to withdraw your child with effect from the start of the summer term then a term's notice means you need to tell us in writing about the withdrawal, at the latest, on the first day of the spring term immediately before. This is because the summer term is the term to which the notice relates;

"**terms and conditions**" means these terms and conditions as may be amended from time to time;

"**we**" or the "**School**" means the legal entity carrying on as the School as identified in Clause 1.2 below; and

"**you**" or the "**parents**" means each person who has signed the Acceptance Form as a holder of parental responsibility for the child.

In these terms and conditions we sometimes provide illustrative examples to try and provide you with a better understanding of what we are referring to. We do this by using the words "**for example**", "**includes**" or "**including**". The examples that are given are not exclusive or limiting examples of the matter in question.

We also use headings to introduce separate provisions. These headings are for ease of understanding only.

1.2 *Who we are*. We are King Edward's School, Bath, a company registered in England and Wales. Our company registration number is 03394895, our charity registration number is 1115875 and our registered office is at North Road, Bath, BA2 6HU. Our VAT registration number is GB 479 1566 46.

1.3 *Our contract with you*. The **Acceptance Form**, the **Schedule of Fees**, the **FIA Terms and Conditions** and these **terms and conditions** (as in each case may be amended from time to time) form the terms of the "**contract**" between you and the School. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

2. Acceptance and Deposit

2.1 *How you accept our offer of a place*. An offer of a place for your child at the School is accepted by your submitting the completed Acceptance Form and paying the deposit.

2.2 *The non-refundable status of the deposit*. **The deposit is not refundable if your child does not take up their place at the School**. The limited exception to this is where notice is given in accordance with Clause 3.1 below and the School actually fills the specific vacancy created by your child's withdrawal, in which case the School shall refund the deposit to you less its costs in administering your dealings with the School or a reasonable estimate of those costs.

You should be aware that in the event of a late withdrawal it is very unlikely that the School would be able to fill the vacancy created by your child's withdrawal.

2.3 *How we use the deposit*. The deposit will form part of the general funds of the School. Unless you have indicated that you would like to donate the deposit to the School's Bursary Fund, the deposit will be applied (without interest) as payment towards the final balance due to the School on your child's leaving (unless otherwise stated in these terms and conditions); and any amount remaining will be refunded to you.

2.4 *What happens to donated deposits*. Where you have indicated that you would like to donate the deposit to the School's Bursary Fund, an amount equal to the deposit will be paid out from the *general* funds of the School on your child's leaving the School and that amount will be held on balance for you. In ticking the donation box set out in the Acceptance Form, you direct the School to apply the deposit on your behalf to the School's Bursary Fund. You will be responsible for making the final payment of the Fees or other sums due to the School on your child's leaving (unless otherwise stated in these terms and conditions).

PLEASE READ THIS NEXT SECTION CAREFULLY - *it deals with what you need to do if you wish to withdraw your acceptance of a place* ***before*** *your child joins the School and what happens if you withdraw at that stage.*

The cancellation of a place which has been accepted can cause losses to the School, especially if it occurs after other families have taken their decisions about their children's schooling. This is why we require the period of notice referred to in this section for a withdrawal, and why different consequences follow depending on whether we get that period of notice or not.

3. Withdrawing your Acceptance of a Place before your child joins the School

3.1 *Notice to withdraw your acceptance of a place before your child joins the School*. **If you wish to withdraw your acceptance of a place BEFORE your child starts at the School you must either give us a term's notice to that effect or pay to the School a term's School Fees in lieu of notice**. This means that if, for example, your child is due to start at the School in September (at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your acceptance of their place on or before the first day of the preceding summer term (ie, the final term of the previous academic year) or pay fees in lieu of notice. The only exception to this is if we make an offer of a place in the term immediately before your child is due to join the School, in which case you must either give us notice within fourteen (14) days of the date you accept our offer (in accordance with Clause 2.1) or pay fees in lieu of notice.

3.2 *If we receive notice*. If you provide notice in accordance with Clause 3.1, no further School Fees will be payable but you will not receive a refund of the deposit (the only exception to this if you are entitled to a refund of the deposit under Clause 2.2 above).

3.3 *If we do not receive that period of notice*. **If you do not provide us with notice in accordance with Clause 3.1, or if no notice is provided at all, fees in lieu of notice will be payable by you and will become due and owing to the School upon demand as a debt.** The fees in lieu of notice will be charged at the rate applicable for the term immediately preceding the term when your child was due to start. The School will credit the deposit you have paid (without interest or any entitlement to repayment under Clause 2.2 above) to the payment of the fees in lieu of notice you will owe us. Where applicable, such fees in lieu of notice will be reduced to take account of any scholarship or bursary awarded to you.

4. School Fees, Specified Charges and Payment

4.1 *School Fees*. Unless set out in the Schedule of Fees or notified to you at any time, the School Fees cover the provision of Education Services.

4.2 *Specified Charges*. The Specified Charges are payable in respect of each Service excluding Education Services. Please see the Schedule of Fees for further information.

4.3 *VAT and applicable taxes*.

4.3.1 Except as expressly stated otherwise in the Schedule of Fees, all of the Fees are exclusive of VAT and any other taxes, which will be added (where applicable).

4.3.2 You may be required to reimburse the School for any costs or expenses we incur on your or on your child's behalf. If this happens, you must also reimburse the School for any VAT applicable on such costs or expenses, unless we are entitled to a credit or repayment from HMRC in respect of that VAT.

4.3.3 If the School at any time assesses (or HMRC at any time determines) that any of the Services supplied by the School under this contract are subject to VAT, and the School has not already charged you VAT on the applicable Fees for those Services, the School will promptly notify you and confirm the amount of VAT payable in respect of the relevant Fees and you will pay an amount equal to that VAT within fourteen (14) days of the School notifying you.

PLEASE READ THIS NEXT SECTION CAREFULLY - *it deals with your responsibility to pay the School Fees and Specified Charges.*

4.4 *Who is responsible for payment*. **Each of you who has signed the Acceptance Form is liable for and must ensure that all of the Fees due are paid to the School. This is because our contract applies to both of you together and each of you on your own**. Each parent who signs the Acceptance Form therefore has an individual responsibility to ensure that, individually or between them, the Fees owing to the School are paid. In practice this means that if Fees have not been paid then in order to recover the outstanding payments, the School can, in its discretion, choose to seek payment of the amount outstanding from either parent or both parents. The only exceptions to this are set out in Clause 4.5 immediately below. Court orders (for example, where parents are separated or divorced) and other arrangements between parents or third parties relating to fees do not normally bind or apply to the School, and do not extinguish either parent's liability for the Fees due under this contract.

4.5 *How one parent can remove him/herself from their payment responsibility and circumstances where the School may agree to accept payment from a person who has not signed the Acceptance Form and is not a party to this contract*. A parent who has signed the Acceptance Form may be removed from their payment responsibility under this contract but that parent **must** have obtained the prior written consent of both the School and the other parent who has signed the Acceptance Form before submitting such notice. Separately, the School may (without obligation to do so) agree in writing with each of you to accept payment from a third party (for example, a grandparent or employer), but this will not discharge your payment responsibility under this contract, unless and until we agree otherwise in writing.

4.6 *How bursary and scholarship awards are treated*. A bursary/scholarship or other award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour (and/or your behaviour or conduct (or the behaviour or conduct of one of you)) no longer merit the continuation of the award.

If your child has been awarded a scholarship/bursary which includes financial assistance (by way of fee remission), your responsibility will be to pay for the amount of Fees due after taking account of that award. Where it appears likely to the Head that an award which includes financial assistance may be withdrawn, you will be notified in advance and, if within fourteen (14) days of that notification your child is withdrawn from the School, no fees in lieu of notice will be payable by you. This will give you enough time to decide whether you want to continue to educate your child at the School without the benefit of the financial assistance.

4.7 *How the School Fees are charged and payment requirements*. The School Fees are divided into three equal parts and are charged separately on a termly basis, regardless of the length of any term. **Each term's School Fees fall due for payment by you on the first day of that term** by direct debit or direct bank transfer. Each term's School Fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the Fees under Clause 4.5 above). **We may not allow your child to attend the School if you do not pay the School Fees on time**.

The School may agree that the School Fees that are or will fall due in relation to any term can be paid in instalments. If we agree to do this, then the School and those responsible for paying those fees will agree separately in writing the anticipated schedule of instalments by which the deferred amount of each term's invoice is to be paid. The agreed amount for each term will need to be paid by direct debit in not more than four (4) instalments (unless otherwise agreed in writing by the School) within a period that does not exceed twelve (12) months (beginning with the date of the relevant invoice). The School will issue a separate invoice and schedule of instalments relating to the School Fees due in respect of each term, which will be evidence of the separate agreement for the payment of that term's Fees.

4.8 *Payment of Specified Charges*. All Specified Charges for each term (and for other unpaid Specified Charges that were agreed during the previous term) will be included in the School's invoice for the School Fees. All such Specified Charges must be paid in full by direct debit or direct bank transfer on or before the first day of the next term.

PLEASE READ THIS NEXT SECTION CAREFULLY *- it sets out what rights we have, and what action we may take, if the Fees are not paid in accordance with these terms and conditions.*

4.9 *Non-payment of School Fees: refusal to attend school*. **We may refuse to allow your child to attend the School, withhold any references, and/or withdraw sponsorship of your child's Tier 4 / student visa (if applicable) while School Fees remain unpaid or if there is a persistent failure by you to pay the School Fees on time**. This applies in addition to our right to terminate this contract under Clause 14.

4.10 *Non-payment of Specified Charges: refusal to participate in the relevant activity*. **We may refuse to allow your child to participate in the relevant extra-curricular activity or receive the relevant service, or sit the relevant public examination(s), while the applicable Specified Charge for that activity or examination(s) remains unpaid**.

4.11 *We can charge interest if you pay late*. If you do not make any payment to the School by the due date for payment (see Clauses 4.7 and 4.8 above) we may charge interest to you on the overdue amount at the rate of 3 per cent a year above the base rate from time to time of the School's bank. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. You must pay the School the interest together with the overdue amount.

4.12 *We can recover our costs for recovering late or non-payments*. You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid Fees from you (including reasonable legal costs).

4.13 *We can notify other educational institutions of your outstanding payments*. We may inform any other school or educational establishment to which you propose to send your child of any outstanding School Fees.

PLEASE READ THIS NEXT SECTION CAREFULLY - *it sets our right to increase the School Fees during the course of your child's time at the School.*

4.14 *Our ability to increase the School Fees*. We will review our School Fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the School Fees will be sent to you before the end of the penultimate term before the increase is to take effect. For example, if the School Fees are to increase at the start of the autumn term, we will notify you before the end of the preceding spring term. This will allow you time to consider the increase and, if you wish to withdraw your child from the School before the proposed increase is due to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under Clause 3.1 or Clause 5.1.

4.15 *Our ability to increase the Specified Charges*. We will review the Specified Charges and may increase them. Where practicable, we will try to give you notice of any material increases to the Specified Charges prior to the end of the penultimate term before the increase is to take effect. If you wish to withdraw your child from the School before the proposed increase is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under Clause 3.1 or Clause 5.1 above.

4.16 *Fees will not be reduced due to your child's absence*. Fees will not be reduced or refunded as a result of absence due to illness or otherwise, or as a result of your child being required to study from home as a result of us providing educational services remotely for whatever reason. If your child takes study leave at home before or during examinations, or stays at home following those examinations, or if a term is shorter than others (or shortened), no reduction of Fees will be made in respect of any periods spent at home.

4.17 *Information on your identity and the source of funds*. From time to time we may ask you to provide us with sufficient information so that we can properly and accurately verify to our satisfaction:

4.17.1 your identity and/or place of residence;

4.17.2 your child's identity;

4.17.3 that you are not subject to, or within the purview of, any national or international financial economic, trade, travel or other similar sanctions imposed by any competent authority;

4.17.4 your child's right to enter, live and study in the United Kingdom;

4.17.5 the legitimate source of funds you are using to pay the Fees; and

4.17.6 information provided to us as part of, or in connection with, an application for (or our grant of) a scholarship/bursary award.

You must provide the School with the information and documentation we ask for.

4.18 *Allocation of payments to your Fees account.* Except where expressly agreed with you otherwise, the School shall be entitled to allocate payments from you to your account as it sees fit. For example, the School shall be entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the School.

4.19 *How fees are discharged under our 'Fees In Advance' scheme, and your continued responsibility to pay any outstanding or additional amounts still owed to the School*. Where you and the School have entered into an agreement incorporating the FIA Terms and Conditions (ie, where you have made a 'lump sum' capital payment in respect of all or part of the fees due under this contract) the School will administer that lump sum to meet the fees pursuant to the FIA Terms and Conditions but you will still need to meet the difference (if any) between the amount per term applied by the School under the FIA Terms and Conditions and the total Fees and other amounts due in respect of your child each term under this contract. The School will provide a termly statement of account in respect of the School Fees, Specified Charges and other amounts due and the difference will be payable in accordance with the terms of this contract.

PLEASE READ THIS NEXT SECTION CAREFULLY - *it sets out what period of notice we require from you if you wish to withdraw your child from the School, or remove your child from participating in an activity for which there is a Specified Charge.*

5. Notice Requirements

5.1 *Notice to withdraw your child from the School*. **If you wish to withdraw your child from the School (other than at the normal leaving date which is at the end of year 13), you must either give us a term's notice to that effect or pay to the School a term's fees in lieu of notice, at the rate that would have been charged for the final term of provision if a term's notice had been given**. The School will credit the deposit you have paid (without interest or any entitlement to repayment under Clause 3.2 above) to the payment of any such fees in lieu of notice. This means that if, for example, you wish to withdraw your child with effect from the start of the autumn term (ie, at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child on or before the first day of the preceding summer term (ie, the final term of the preceding academic year) or pay the fees in lieu of notice referred to above.

5.2 *When the relevant amount in lieu of notice must be paid*. In cases under Clause 5.1 above, the appropriate amount of fees in lieu of notice will become payable by you upon demand as a debt.

5.3 *Notice to withdraw your child from participating in an activity or from receiving a service covered by a Specified Charge*. If you wish to withdraw your child from an activity or service charged for as Specified Charge, you must either give a term's notice to that effect or pay to the School as a debt a term's charges for the activity or service in which your child has ceased to participate.

5.4 *Withdrawal part-way through a term does not reduce the amount you owe to the School*. It is not possible for you to reduce the amount of Fees due, or to obtain a refund of Fees, by withdrawing your child or by your child's ceasing to participate in an activity or receive a Service part-way through a term.

6. School Rules

6.1 *Compliance with the School Rules*. It is a condition of remaining at the School that you and your child (in each case to the extent applicable) comply with the School Rules. In addition, you must ensure that your child attends School in accordance with our Attendance Policy, attends punctually, and that your child conforms to any rules of appearance, dress and behaviour as we may issue (if not already included within the School Rules).

6.2 *We may undertake drugs and alcohol testing of your child*. The School may undertake drug and alcohol testing of pupils in accordance with its drug and alcohol policy as set out in the

School Rules. The drug and alcohol policy has been adopted for disciplinary purposes and with the aim of safeguarding the health and safety of all pupils.

6.3 *Monitoring your child's telephone, email and messaging communications, internet and Wi-Fi use, and use of social media*. **The School may, subject to applicable data protection legislation, monitor your child's telephone, email and messaging communication, internet and Wi-Fi use, and use of social media**. We may do this for various reasons, including ensuring compliance with the School Rules or where it is appropriate or necessary for the School to do so in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

7. Suspension, Exclusion and Required Removal

7.1 *The Head's discretion to suspend or exclude your child from the School*. The Head may in his or her discretion suspend or, in serious or persistent cases, exclude your child from the School if the Head considers that your child's conduct or behaviour (including behaviour or conduct outside School) is unsatisfactory and/or the suspension or exclusion is in the School's best interests and/or those of your child or other children.

7.2 *Where you can find examples of offences punishable by suspension or exclusion*. The School Rules set out examples of offences likely to be punishable by suspension or exclusion. These examples are not exhaustive and the Head may decide that suspension or exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account.

7.3 *The Head's discretion to require you to remove your child from the School*. Instead of exclusion or suspension, the Head may in his or her discretion require you to remove your child from the School if the Head considers that:

7.3.1 your behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's and/or other children's progress at the School, and/or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute (among the School community or the general public); and/or is not in accordance with your obligations under this contract; and/or

7.3.2 your child's attendance and/or progress at the School is unsatisfactory and/or, in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child and/or other children; and/or

7.3.3 your child's conduct or behaviour (including conduct or behaviour outside School), is unsatisfactory and/or the required removal is in the School's best interests and/or those of your child and/or of other children; and/or

7.3.4 the School is unable to meet your child's needs, including cases where the School cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child.

7.4 What happens if your child is suspended, excluded or removed from the School. Should the Head exercise his or her right under either Clause 7.1 or Clause 7.3 above:

7.4.1 you will not be entitled to any refund or remission of Fees due (whether paid or payable) in or relating to the term in which your child is excluded, suspended or removed;

7.4.2 in respect of exclusions and required removals (but not in cases of required removal under Clause 7.3.2 and/or Clause 7.3.3 and/or Clause 7.3.4), the deposit will be forfeited and retained by the School; and

7.4.3 in respect of exclusions and required removals, fees in lieu of notice will not be payable and any Fees that have been prepaid for or relating to any term after the term in which the exclusion/required removal occurred will be refunded.

7.5 *Impact of exclusion or required removal on this contract.* This contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School.

7.6 *Your right to have decisions to exclude or require the removal of your child reviewed*. You are entitled to have any decisions taken by the School and/or Head to exclude or require the removal of your child under this Clause 7 reviewed. Any such review shall be governed by the final stage of the Complaints Procedure.

8. The School's Obligations

8.1 *The period of your child's schooling*. Subject to these terms and conditions, the School will accept your child as a pupil of the School and register your child on the School's statutory register from the time of joining the School until the end of his or her year 13.

8.2 *Moving up the School.* The School shall not be obliged to permit your child to enter Reception year at the Pre-Prep, the Junior School, the Senior School or the Sixth Form unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The School may make a decision as to whether your child may join the Sixth Form after the results of GCSE or equivalent examinations are known, and may make entry to the Sixth Form conditional upon the results of such examinations. **However, except where the School agrees otherwise in writing and even where the School has imposed conditions on entry into Reception Year, the Junior School, the Senior School or Sixth form, if you wish to withdraw your child prior to entering Reception year, the Junior School, the Senior School or the Sixth Form, Clause 5.1 applies and you will either need to give us a term's written notice or pay us a term's fees in lieu of notice.**

8.3 *The scope of our duty to exercise reasonable skill and care.* We will exercise reasonable skill and care in the provision of the Services. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. **We cannot accept any responsibility for your child while off the School premises unless he or she is taking part in a School activity or otherwise under the direct supervision of a member of School staff**.

8.4 *Consent to participation in trips and visits, in contact sports and other sports activities*. Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other sports and activities which may entail some risk of physical injury. You also consent to your child participating in trips and visits organised in the normal course of your child's schooling.

8.5 *What happens if your child needs urgent medical attention*. If your child requires urgent medical attention while under the School's care we will:

8.5.1 take action (for example, by contacting the emergency services);

8.5.2 try to contact you and, if we cannot contact you, try to contact any other named emergency contact or 'responsible adult';

8.5.3 share relevant information that we hold about your child with any emergency services or treating medical professional (for example, by notifying them about any allergies which your child has); and

8.5.4 where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional.

8.6 *Our right to make changes at the School*. Our website and information publications describe the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the School, including to the curriculum or to the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the School is required to close the School premises)).

8.7 *We will give you notice of significant changes*. Where practicable, we will give you notice of any planned changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. For example, if a change is to take effect at the start of the autumn term, we would notify you before the end of the preceding spring term. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the School under Clause 3.1 or Clause 5.1 above.

8.8 *Your child's progress and needs at the School*. We will monitor your child's progress at the School and produce regular written reports. **We will advise you if we have any serious concern about your child's progress but we do not undertake to diagnose dyslexia, ADHD, or other conditions.** A formal assessment in relation to any potential special educational needs or medical conditions may be required to help enable the School to understand the nature and extent of your child's needs and what support it may be appropriate for the School to consider. Such assessments can be arranged either by you or by the School, or be jointly appointed and, depending on the circumstances, at your expense. Given that a purpose of such assessments is to help enable the School to understand what support may be appropriate for the School to consider, the School will be able to nominate (in consultation with you) the expert or specialist who will carry out the assessment, put specific questions to them, input into the scope of their assessment and receive a copy of their assessment (with your consent) and seek clarifications in relation to it. We expect you to engage with the School in a cooperative and transparent manner and provide assistance in relation to matters concerning your child's progress and needs including in relation to obtaining such formal assessments.

8.9 *Religious observance and relationships and sex education (RSE) and health education*. Religious observance, relationships and sex education (RSE) and health education at the School will be conducted in accordance with the School's policies.

9. The Parents' Obligations

9.1 *We require your co-operation*. In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, we, the Head and School staff, need your co-operation.

9.2 *Examples of the co-operation and assistance we require*. You must co-operate with the School and School staff in good faith, including by:

9.2.1 maintaining a constructive relationship with School staff, acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with the School are reasonable and appropriate;

9.2.2 encouraging your child in his or her studies, giving appropriate support at home, and ensuring your child attends school;

9.2.3 keeping the School up-to-date and informed about matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the Fees, any changes to their immigration status, and information relating to your child's health or special educational needs or medical conditions);

9.2.4 ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (which may include information relating to your child's health or special educational needs or medical conditions), or changes to any of them are not withheld and are shared in a timely and transparent manner;

9.2.5 engaging with the School in a cooperative and transparent manner and providing assistance to the School so that your child can participate in, and benefit from, the School's provision of education; and

9.2.6 attending meetings and keeping in touch with the School where your child's interests so require.

9.3 *You must notify us of your child's health/medical conditions or special educational needs*. **It is a condition of your child's joining and remaining at the School that you complete and submit to the School a medical questionnaire in respect of your child.** You must inform the School of any health or medical condition, special educational need(s), disability or allergies that your child has at the time of joining the School or which subsequently changes or develops after joining the School, whether underlying, long-term, or short-term, including any infections. You must also provide us, whether upon further request by the School or otherwise, any reports (whether in existence or to be commissioned), other materials or information relevant to any of the same and cooperate with the School in relation to the same. **If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 14.1.2 below**.

9.4 *Circumstances where we may require you to keep your child away from School*. The School reserves the right to require your child to remain away from School in the following circumstances:

9.4.1 due to a health or safety risk (including a virus, pandemic, epidemic or any other health or safety risk, including circumstances where the School reasonably concludes that your child does or may pose a risk of harm to themselves or others). We may provide Education Services to your child remotely during such period on an interim basis and to the extent this is reasonable or proportionate. For the avoidance of doubt, the School is not a remote-education provider and long-term arrangements in respect of remote provision are unlikely to be considered reasonable or proportionate; and/or

9.4.2 where a potential ground for required removal or exclusion is being investigated by the School and this relates to the conduct of your child or engages their (or another child's) safety or well-being. In such circumstances, the requirement to keep your child away from School would be a neutral act during the investigation procedure. (Alternatively, your child may be placed under a special regime if they remain on School premises); and/or

9.4.3 in accordance with Clause 4.9.

9.5 *You must notify us of any special arrangements needed for your child*. You must inform the School of any situations where special arrangements may be needed for your child, including for their education or welfare, and provide on reasonable request from the School such further information as may be reasonably required by the School to understand the basis for and scope of such arrangements.

9.6 *You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child*. You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the School with relevant information, including copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained the permission of the court if necessary.

9.7 *We require you to nominate a 'responsible adult' for us to contact in your absence*. Where we notify you that this is a requirement, it is a condition of your child's joining and remaining at the School that you complete and submit to the School a parental absence form for your child. This form will nominate a 'responsible adult' (or 'educational guardian') for your child who, amongst other things, can be contacted if the School is not able to contact you and who can look after your child in your absence. If your child's visa is sponsored by the School as a *Child Student* this is a requirement of their visa.

9.8 *We are entitled to expect that parents have consulted with each other regarding decisions relating to their child*. You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that the School is entitled to assume that you have consulted with each other so far as significant decisions regarding your child are concerned. Accordingly, except under Clause 9.9 below or otherwise according to the circumstances, you (and each of you) accept that the School is entitled to treat:

9.8.1 any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and

9.8.2 any communication from the School to one of you as having been given to both of you.

PLEASE READ THIS NEXT SECTION CAREFULLY – *it sets out who needs to sign a notice of withdrawal of your child.*

9.9 *We are entitled to require that notices of withdrawal must be signed by both parents*. **A notice of withdrawal of your child served under this contract (ie, under any of Clauses 3.1, 4.6, 4.14 or 5.1) must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility have signed such notice).**

9.10 *You must notify us of your child's absence from School*. The School must be informed as soon as possible in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.

9.11 *Parents must notify us if they will be absent for a period of time*. If at any time during your child's time at the School you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than three (3) consecutive school days then you must inform the School immediately in writing and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.

9.12 *Raising concerns with the School and making formal complaints*. If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without undue delay. Complaints should be made in accordance with the Complaints Procedure.

10. Insurance

Your responsibility to make your own insurance arrangements. You must make your own insurance arrangements if you require cover for your child or their property while at School or for the payment of fees due to absence of your child or closure of the School premises.

PLEASE READ THIS NEXT SECTION CAREFULLY – *Although there will be circumstances when it is appropriate to seek parental consent, children's data protection and privacy rights are their own. The law considers that children of average maturity will, from the age of around 12, have sufficient awareness of their own privacy to make certain choices relating to their personal data themselves. Parents' views remain important, but sometimes the law will require us to give more weight to the decision the child makes about his or her own privacy.*

For most purposes, it will not in fact be necessary or practical for us to obtain consent from you (or your child) for the use we make of your (or your child's) personal data. The law recognises this but also requires that, as far as possible, we set out clearly what these uses will be. Please also see our 'Privacy Notice' which is available on the School's website and which also details rights in relation to the personal data we hold.

11. How we may use Personal Information: References, Confidentiality and Data Protection

11.1 *References for your child*. We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend or, where applicable, to any prospective employer. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by us relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

11.2 *We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School*. This will include name, contact details, school records, photographs and audio-visual recordings (including recordings of lessons), both whilst your child is at the School and after he or she has left, for the purposes of:

11.2.1 managing relationships between the School and current pupils/parents and fulfilling our obligations to you, including educational and examination purposes, safeguarding, statutory reporting, health and safety, complaints, administration and processing of fees; and

11.2.2 promoting the School to prospective pupils/parents, publicising the School's activities, and communicating with the school community and the body of former pupils.

In respect of sub-clause 11.2.2, this includes use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) the School's social media channels.

11.3 *You are required to update us of changes to information held, or in circumstances relating to, you and/or your child*. You must:

11.3.1 confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the School; and

11.3.2 inform the School of any change to your or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about you or your child that has previously been notified to the School, including relevant contact details.

11.4 *We will send information (eg, school reports) about your child to both of you as a matter of course*. Any person who has parental responsibility for your child is entitled to receive certain core information from the School about your child's progress and attainment. The School will therefore disclose such information as a matter of routine to each such person unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law).

11.5 *Data Protection Law*. The School will process personal data about you and your child in accordance with data protection law, including the UK General Data Protection Regulation and the Data Protection Act 2018 (each as amended or superseded) and other related legislation. We will process such personal data:

11.5.1 as set out in this Clause 11, and in the School's *'Privacy Notice'* which is available on the School's website as may be amended from time to time;

11.5.2 in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and

11.5.3 to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes.

11.6 *As a 'Student Sponsor' we need to provide certain information to the Home Office*. In order to comply with our responsibilities as a licensed *Student Sponsor* for immigration purposes, we need to ensure that all of our pupils have the right to study in the UK and will require documentation in this regard. In addition, we may need to provide information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the Home Office (and to do so whether your child is a sponsored child or not). Such information may include information about your child's immigration status, attendance records, and any changes in your or your child's circumstances (including where your child is excluded, required to be removed, or this contract is terminated). Occasionally, information regarding your immigration status in the UK may also be required.

12. Intellectual Property Rights

Recognising these rights. We shall recognise any intellectual property rights created, generated or owned by or vested in your child.

13. Changes in Ownership, etc

The circumstances in which we may transfer this contract to someone else. We may transfer our rights and obligations under this contract to another person or organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.

PLEASE READ THIS NEXT SECTION CAREFULLY - *it sets out the rights we have, and that you have, to cancel this contract early (that is, before the normal leaving date for the end of your child's schooling which is at the end of year 13.*)

14. Ending this Contract

14.1 *Our rights to end the contract*. In addition to where this contract is terminated automatically as a result of an exclusion or required removal under Clause 7, the School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees to you, if:

14.1.1 you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;

14.1.2 you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of the Services by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that your child is legally entitled to enter and study in the United Kingdom when in fact your child is not or any information about your child's health, medical conditions, special educational needs, disability or allergies);

14.1.3 you fail or refuse to provide us at any time with information we require under Clause 4.17; or we are not satisfied with the information you have provided (if any). Instead of ending this contract, we may otherwise refuse to allow your child to attend school until the relevant satisfactory information has been provided;

14.1.4 your child no longer holds an immigration status which confers a right to study in the UK;

14.1.5 you (or either of you):

(a) are unable, following our request, to demonstrate that you will be able to pay the Fees due under this contract;

(b) repeatedly or persistently fail to pay the Fees when they fall due for payment;

(c) are otherwise unable to pay your debts as they fall due;

(d) are the subject of a bankruptcy petition or order; or

(e) you enter into an individual voluntary arrangement; or

14.1.6 you otherwise do not comply with (ie, you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.

14.2 *Your rights to end the contract*. You may end this contract at any time by notice in writing to the School if:

14.2.1 you have a legal right to end the contract because of something we have done wrong; or

14.2.2 the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

14.3 *When this contract will end if not terminated early*. For the avoidance of doubt and without us having to provide you with notice, this contract shall end at the end of your child's schooling (at the end of year 13.) This may be earlier if your child does not meet any requirements imposed by the School under Clause 8.2 for entry to Reception Year, the Junior School, the Senior School or the Sixth Form.

14.4 *Ending the contract will not affect any accrued rights*. Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding Fees. After this contract ends, you and the School will keep any rights each has under, or as a matter of, general law.

15. Events outside of our, or your, control

15.1 *What we mean by an "event outside of our/your control"*. We mean any event beyond either your or our reasonable control including acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 15 we shall refer to such events outside of our/your control as an "**event**".

15.2 *What happens if we are affected by an event outside of our control*. If an event arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event, the School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the School shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).

15.3 *Events lasting more than 6 months*. If the School is wholly and completely prevented from performing all of its obligations as a result of an event (and is unable to provide educational services remotely) for a continuous period of more than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.

15.4 *What happens if your child is affected by an event outside of your control*. Subject to Clause 4.16 (which means that you are not entitled to a refund or reduction in Fees in cases of illness or absence), if your child is wholly and completely unable to participate in the provision of any education at School or remotely due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:

15.4.1 in consultation and cooperation with the School you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;

15.4.2 in circumstances where, following the efforts made and steps taken under sub-clause 15.4.1 above, your child is not able to participate and benefit from any level of provision of Education Services by the School (whether at School or remotely) then you shall not be responsible for failing to perform your obligations (including the

obligation to pay Fees, pro-rated accordingly) during the continuance of the event; and

15.4.3 if the event continues to prevent your child wholly and completely from attending the School or being able to participate and benefit from any level of provision of education by the School (whether at school or remotely) for more than six (6) months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you or the School shall be entitled to cancel the contract on written notice and without you being required to give a term's notice or to pay a term's fees in lieu of notice.

16. Communications between you and the School

16.1 *We will use the contact details held by the School to contact you*. Communications (including notices) will be sent by the School to you at the address(es) shown in our records or using your other contact details included in our records. **You must notify the School of any change of address(es) or other contact details**.

16.2 *How to provide written notice to the School*. Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Head and either:

16.2.1 sent by email to the School using this email address: headmaster@kesbath.com; or

16.2.2 delivered by hand or post to the School.

In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 3, 4.6, 4.14 or 5.1 of these terms and conditions (which are the provisions dealing with withdrawing your child from the School or otherwise changing their place) you telephone the School to confirm receipt if you have not received an acknowledgement from us within 48 hours after sending the notice.

17. The Law that applies to this contract and where legal proceedings may be brought

17.1 *The law that applies to this contract*. The contract between you and the School is governed by English Law and either you or the School must bring legal proceedings in respect of this contract in the English courts.

17.2 *Rights in relation to the enforcement of this contract*. If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. If we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

18. Changes to these Terms and Conditions

Reserving the right to change these terms and conditions. We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect. For example, if the updated terms and conditions are to take effect at the start of the autumn term, we will notify you before the end of the preceding spring term.